

STATE OF INDIANA)	IN THE ALLEN SUPERIOR COURT
) SS:	
COUNTY OF ALLEN)	CAUSE NO.
SHERRY WHEELER and)	
MARK WHEELER,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
ROBERT IOVANNE,)	
USA TRUCK, INC., and UNITED)	
FARM FAMILY MUTUAL)	
INSURANCE COMPANY)	
d/b/a INDIANA FARM BUREAU,)	
)	
Defendants.)	

**COMPLAINT FOR DAMAGES AND
UNDERINSURED MOTORIST BENEFITS**

COUNT I

Plaintiffs, Sherry Wheeler and Mark Wheeler, for their first claim for relief,
state:

1. On April 9, 2018, Plaintiff, Sherry Wheeler, was driving a vehicle westbound on US 30 West approaching West County Line Road, in Fort Wayne, Allen County, Indiana, and stopped for a traffic signal when she was struck from behind by Pamela Arnett, who was struck from behind by Demetrio

Flores, who was struck from behind by Defendant, Robert Iovanne, each of whom had also been driving west on US 30 West.

2. The collision was responsibly caused by the carelessness and negligence of the Defendant, Robert Iovanne, in the operation of his motor vehicle by failing to maintain a reasonable and proper lookout, failing to maintain control over his vehicle, and for following too closely in violation of Indiana Code §9-21-8-14.

3. Defendant, USA Truck, Inc., is vicariously liable for the careless, reckless, and negligent acts of their agent and/or employee, Robert Iovanne, while he was in the course or scope of his agency and/or employment at the time of the collision.

4. As a result of the collision, Plaintiff, Sherry Wheeler, sustained physical injuries which may be permanent and suffered and continues to suffer physical pain.

5. As a further result of the collision, Plaintiff, Sherry Wheeler, incurred hospital and medical expenses, lost wages, and may incur such expenses and losses in the future, as well as the loss of a whole and useful life.

WHEREFORE, Plaintiffs, Sherry Wheeler and Mark Wheeler, demand judgment against the Defendants, Robert Iovanne and USA Truck, Inc., in an amount that will reasonably compensate them for the injuries and damages

sustained, for pre-judgment interest, the costs of this action and all other just and proper relief in the premises and for trial by jury.

COUNT II

Plaintiffs, Sherry Wheeler and Mark Wheeler, for their second claim for relief, state:

1. Plaintiffs, Sherry Wheeler and Mark Wheeler, reallege rhetorical paragraphs 1 through and including 5 of Count I of this Complaint for Damages and Underinsured Motorists Benefits as if fully set forth herein and by reference make them a part of this Count II.

2. At all times material to the allegations of Count II of this Complaint, Mark Wheeler was the spouse of Plaintiff, Sherry Wheeler.

3. As a result of the carelessness and negligence of the Defendants, Robert Iovanne and USA Truck, Inc., he lost the services and consortium of his spouse.

WHEREFORE, Plaintiffs, Sherry Wheeler and Mark Wheeler, demand judgment against the Defendants, Robert Iovanne and USA Truck, Inc., in an amount that will reasonably compensate them for the injuries and damages sustained, for the costs of this action and for all other just and proper relief in the premises and for trial by jury.

COUNT III

Plaintiffs, Sherry Wheeler and Mark Wheeler, for their third claim for relief, state:

1. Plaintiffs, Sherry Wheeler and Mark Wheeler, reallege rhetorical paragraphs 1 through and including 5 of Count I and paragraphs 1 through and including 3 of Count II of this Complaint for Damages and Underinsured Motorists Benefits as if fully set forth herein and by reference make them a part of this Count III.

2. On April 9, 2018, the vehicle owned and operated by the Defendant, Robert Iovanne, was insured by an automobile liability policy with Ace American Insurance, claim number 30023659. The injury liability limits for each person are unknown.

3. On April 9, 2018, the Plaintiffs, Sherry Wheeler and Mark Wheeler, had in full force and effect an automobile insurance policy with United Farm Family Mutual Insurance Company d/b/a Indiana Farm Bureau (hereinafter referred to as "Indiana Farm Bureau") covering their vehicle, which provided medical payment coverage in the amount of \$5,000, and underinsured motorist coverage in the amount of \$100,000 per person. A true and correct copy of the applicable Indiana Farm Bureau coverage page and policy is attached hereto and marked as Exhibit "A", and made a part hereof.

4. Plaintiffs are entitled to the available limits under the applicable medical payment coverage and underinsured motorist policy, and make demand for the available limits since this collision qualifies under the terms of the policy as an underinsured claim for Plaintiffs.

5. Plaintiffs have cooperated in good faith with Indiana Farm Bureau and have fulfilled all conditions precedent required of them under the terms of the applicable policy.

WHEREFORE, Plaintiffs, Sherry Wheeler and Mark Wheeler, demand judgment against Indiana Farm Bureau for the applicable medical payment and underinsured motorist coverage limits available to them for this underinsured motorist claim, for pre-judgment interest, the costs of this action and all other just and proper relief in the premises and for trial by jury.



Chad Roney (28326-02)
Attorney for Plaintiffs
BLACKBURN & GREEN
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Fort Wayne, IN 46804
Telephone: (260) 422-4400

DECLARATIONS

Policy No. 0005148143	Vehicle Type Van	Reason Certified Declarations
Policy Period From 11-15-2017 to 05-15-2018 at 12:01 a.m. Standard Time		
Agent: Name and Phone CALEB FEATHERSTON caleb.featherston@infarmbureau.com (260) 432-8744		Address 7217 ENGLE RD FT WAYNE IN 46804-0118

Named Insured
WHEELER, MARK
3422 EASTWOOD DR
FORT WAYNE IN 46805-1608

Garaging Location: 3422 EASTWOOD DR, FORT WAYNE IN 46805-1608

This Declarations, along with Personal Auto Policy Booklet PP 00 01 01 05 21-276 5-17 and Auto Endorsement Booklet 21-198 2-16, constitutes the entire contract between the parties. This Declarations replaces and supersedes any previously issued Declarations bearing the same policy number.

Policy Period Definition: The term of the policy is from the effective date 11-15-2017 to the expiration date 05-15-2018, 12:01 a.m. standard time. No coverage is provided for any accident or loss occurring on the effective date if it occurs prior to the time the application was signed by the insured or the time the premium was paid, whichever is later.

RATING INFORMATION

Vehicle Year	Vehicle Description-VIN Number	Vehicle Use	Garaging County (Twp)
2003	FORD EXPLORER XLT XLT SPORT NB-1FMZU73K63UA97599	PLEASURE	ALLEN (ST. JOSEPH)

Rated Driver	DOB	Class
SHERRY L WHEELER	09-28-1962	55AP00

The named insured understands that all coverage under this policy will become void should the vehicle be licensed in any state other than Indiana.

COVERAGE

Coverages	Limits
A Bodily Injury Liability	\$100,000 Each Person, \$300,000 Each Accident
Property Damage Liability	\$100,000 Each Accident
B Medical Payments	\$5,000 Each Person
C Uninsured/Underinsured Motorists Bodily Injury	\$100,000 Each Person, \$300,000 Each Accident
Uninsured Motorists Property Damage	\$10,000 Each Accident
D Other Than Collision	Actual Cash Value Less \$250 Deductible Each Accident
Collision	Actual Cash Value Less \$500 Deductible Each Accident



Policy No. 0005148143
Policy Period From 11-15-2017 to 05-15-2018 at 12:01 a.m. Standard Time

APPLICABLE ENDORSEMENTS (REFER TO ENDORSEMENT BOOKLET)

Applicable Endorsements	Limits
END 01 05 17 AMENDMENT OF POLICY PROVISIONS	
END 10 02 16 VALET TRANSPORTATION EXPENSES COVERAGE	\$30.00/\$900.00
PP 04 69 10 15 UNINSURED MOTORISTS COVERAGE - INDIANA	
PP 14 02 10 15 UNDERINSURED MOTORISTS COVERAGE - INDIANA	

APPLICABLE DISCOUNTS

ACCIDENT-FREE DISCOUNT
 ANTI-LOCK BRAKE DEVICE
 MULTI-CAR DISCOUNT 2 VEHICLES
 PASSIVE RESTRAINT BOTH FRONT OUTBOARD SEAT POSITIONS
 MULTI-LINE DISCOUNT - HOME OR FARM

NAMED INSURED, ADDITIONAL INSURED, LOSS PAYEE AND ADDITIONAL INTERESTS APPLICABLE TO THIS POLICY

Named Insured
 WHEELER, MARK
 3422 EASTWOOD DR
 FORT WAYNE, IN 46805-1608

Loss Payable Clause: Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

* Denotes a change since your last policy declarations.

CLAIMS REPORTING INFORMATION

For your convenience, you may report a claim by phoning 1-800-723-3276 or logging on to www.infarmbureau.com

P.O. Box 1250 • Indianapolis, Indiana 46206-1250 • Phone 317-692-7200

FEBRUARY 5, 2019

WHEELER, MARK
3422 EASTWOOD DR
FORT WAYNE IN 46805-1608

POLICY 5148143

THIS IS TO CERTIFY THAT THE DECLARATIONS, INCLUDING THE REVERSE SIDE THEREOF, IS BASED UPON RECORDS MAINTAINED BY THE COMPANY IN THE ORDINARY COURSE OF BUSINESS AND ACCURATELY REPRESENTS THE ENTIRE CONTRACT BETWEEN THE PARTIES AS OF 04-09-18.

UNITED FARM FAMILY MUTUAL INSURANCE COMPANY

BY MICHELLE LANGE – QUALITY CONTROL SPECIALIST
QUALITY CONTROL

dk

Auto Endorsements

United Eastern Family Mutual
Insurance Company

UFB Casualty Insurance Company

Indianapolis, Indiana

MEMORANDUM

IMPORTANT

*Notify your agent or the
Company when the following
conditions occur.*

- 1. You move*
- 2. Title to the automobile is changed or transferred*
- 3. You add or delete drivers*
- 4. You have a loss or accident*
- 5. You acquire additional or replacement vehicles*
- 6. The insured vehicle is subject to any lien*

**This policy is Participating and
Non-assessable.**

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UNITED FARM FAMILY MUTUAL INSURANCE COMPANY

UFB CASUALTY INSURANCE COMPANY

Coverages apply only if the endorsement is identified in the Declarations.

PP 03 19 08 86	Additional Insured — Lessor	2
PP 03 35 09 93	Auto Loan/Lease Coverage	2
PP 03 08 06 94	Coverage For Damage To Your Auto Maximum Limit Of Liability	2
PP 03 18 01 09	Excess Custom Equipment Coverage	3
PP 03 13 01 05	Excess Electronic Equipment Coverage	3
Endorsement 09	Excluded Driver Endorsement	4
PP 03 06 01 05	Extended Non-Owned Coverage — Vehicles Furnished Or Available For Regular Use	4
PP 13 05 01 05	Extended Non-Owned Coverage — Vehicles Furnished Or Available For Use As Public Or Livery Conveyances	5
PP 03 34 01 05	Joint Ownership Coverage	6
PP 03 23 01 05	Miscellaneous Type Vehicle Endorsement	7
PP 03 28 06 98	Miscellaneous Type Vehicle Amendment (Motor Homes)	9
PP 03 22 01 05	Named Non-Owner Coverage	10
PP 03 02 06 98	Optional Limits Transportation Expenses Coverage	14
PP 04 02 06 98	Single Underinsured Motorists Limit	14
PP 04 41 06 98	Single Uninsured Motorists Limit — Indiana	14
PP 03 20 01 05	Snowmobile Endorsement	14
PP 03 03 04 86	Towing And Labor Costs Coverage	18
PP 03 07 01 05	Trailer/Camper Body Coverage (Maximum Limit Of Liability)	18
PP 13 02 01 05	Trip Interruption Coverage	19
PP 13 03 01 05	Trust Endorsement	20
PP 14 02 10 15	Underinsured Motorists Coverage — Indiana	20
PP 04 69 10 15	Uninsured Motorists Coverage — Indiana	23
Endorsement 10 02 16	VALET	26

PP 03 19 08 86 – ADDITIONAL INSURED – LESSOR

This endorsement changes the policy. Please read it carefully.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

Any liability coverages afforded by this policy for "your leased auto" also apply to the lessor named in this endorsement as an additional insured. This insurance is subject to the following additional provisions:

1. We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
 - (a) you or any "family member", or
 - (b) any other person except the lessor or any employee or agent of the lessor using "your leased auto".
2. "Your leased auto" means:
 - (a) an auto shown in the "Declarations" which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor, and
 - (b) any substitute or replacement auto furnished by the lessor listed on the "Declarations" as applying to this endorsement.
3. If we terminate this policy, notice will also be mailed to the lessor.
4. The lessor is not responsible for payment of premiums.
5. The designation of the lessor as an additional insured shall not operate to increase our limits of liability.

PP 03 35 09 93 – AUTO LOAN/LEASE COVERAGE

This endorsement changes the policy. Please read it carefully.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

In the event of a covered total loss to a "your covered auto" shown in the "Declarations" for which a specific premium charge indicates that Auto Loan/Lease Coverage applies, we will pay any unpaid amount due on the lease or loan for "your covered auto" less:

1. The amount paid under Part D of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the loss;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not refunded by a lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

PP 03 08 06 94 – COVERAGE FOR DAMAGE TO YOUR AUTO – MAXIMUM LIMIT OF LIABILITY

This endorsement changes the policy. Please read it carefully.

NOTICE

The amount shown in the "Declarations" is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit of Liability provision below.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

With respect to the Coverage(s) shown as applicable to a vehicle described in the "Declarations", the Limit of Liability provision in Part D is replaced by the following:

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - 1. Amount shown in the "Declarations".
 - 2. Actual cash value of the stolen or damaged property; or
 - 3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the "Declarations". If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PP 03 18 01 09 – EXCESS CUSTOM EQUIPMENT COVERAGE

This endorsement changes the policy. Please read it carefully.

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

Part D – Coverage For Damage To Your Auto is amended as follows with respect to a "non-owned auto" or to "your covered auto" shown in the "Declarations" for which Excess Custom Equipment Coverage applies:

- A. Exclusion 10. is replaced by the following:

We will not pay for:

- 10. Loss to any "custom equipment" in or upon "your covered auto" or any "non-owned auto".

This Exclusion (10.) does not apply to "custom equipment" in or upon:

- a. "Your covered auto" up to the limit for Excess Custom Equipment Coverage shown as applicable to that vehicle in the "Declarations".
- b. Any "non-owned auto" up to the highest limit for Excess Custom Equipment Coverage shown in the "Declarations".

- B. The following is added to Paragraph A. of the **Limit Of Liability** Provision:

The most we will pay for loss to any "custom equipment" in or upon:

- 1. "Your covered auto" is increased from \$1,500 to the limit for Excess Custom Equipment Coverage shown as applicable to that vehicle in the "Declarations".
- 2. Any "non-owned auto" is increased from \$1,500 to the highest limit for Excess Custom Equipment Coverage shown in the "Declarations".

- C. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 7. or 9. of Part D.

PP 03 13 01 05 – EXCESS ELECTRONIC EQUIPMENT COVERAGE

This endorsement changes the policy. Please read it carefully.

Coverage is provided where a premium and Limit of Liability is shown for the coverage in the "Declarations".

NOTICE

The amount shown in the "Declarations" is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the **Limit Of Liability** Provisions in Part D of the policy.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

Excess Electronic Equipment

The following is added to Paragraph A. of the Limit Of Liability Provision of Part D:

In the event of a loss to a "non-owned auto", or to a "your covered auto" shown in the "Declarations" for which Excess Electronic Equipment Coverage applies:

The most we will pay for loss to electronic equipment that reproduces, receives or transmits audio, visual or data signals that is permanently installed in the auto, in locations not used by the auto manufacturer for installation of such equipment is increased from \$1,000 to the amount shown in the "Declarations".

EXCLUDED DRIVER ENDORSEMENT 09

This Endorsement forms a part of the policy to which it is attached.

Subject to all the terms and conditions of the policy to which this Endorsement is attached, and in consideration of the premium for which this policy is written, it is understood and agreed by and between the Company and the Named Insured that this policy shall not apply with respect to any claim arising from an accident which occurs while any vehicle is being operated by the excluded driver.

It is further agreed that excluded driver is without authority to give permission to any person or organization to operate the vehicle described in this policy so as to make such person or organization an insured under the policy.

This endorsement is intended to eliminate coverage under the policy for a Named Insured who negligently or knowingly entrusts a vehicle to the excluded driver. It is not intended to otherwise eliminate coverage for the Named Insured(s) under the policy.

PP 03 06 01 05 – EXTENDED NON-OWNED COVERAGE – VEHICLES FURNISHED OR AVAILABLE FOR REGULAR USE

This endorsement changes the policy. Please read it carefully.

Unless otherwise indicated in the "Declarations", Extended Non-Owned Coverage applies only to the individual named in the "Declarations".

If specifically listed in the "Declarations", Extended Non-Owned Coverage applies to the individual named, spouse and "family members".

If indicated in the "Declarations", the exclusions for vehicles furnished or available for regular use under Part A – Liability and Part B – Medical Payments Coverage do not apply.

With respect to the individual(s) and coverages indicated in the "Declarations", the provisions of the policy apply unless modified by this endorsement.

I. Extended Non-Owned Coverage

The Extended Non-Owned Coverage provided by this endorsement does not afford coverage under Part A and Part B of the policy for any "accident" involving:

- A. A vehicle owned by an individual named in the "Declarations";
- B. A vehicle owned by a "family member"; or
- C. A temporary substitute vehicle for such owned vehicle described in A. or B. above.

II. Part A – Liability Coverage

Part A is amended as follows with respect to the individual(s) shown as applicable in the "Declarations":

- A. Exclusion B.2.B. does not apply to the coverages provided by this endorsement.
- B. We will provide Liability Coverage for any vehicle, other than "your covered auto", which is furnished or available for the regular use of the named individual.

III. Part B – Medical Payments Coverage

Part B is amended as follows, if a premium is shown in the "Declarations" for Medical Payments Coverage, with respect to the individual(s) shown as applicable in the "Declarations":

- A. Exclusion 5.b. does not apply to the coverages provided by this endorsement.
- B. We will provide Medical Payments Coverage for "bodily injury" sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is furnished or available for the regular use of the named individual.

**PP 13 05 01 05 – EXTENDED NON-OWNED COVERAGE – VEHICLES
FURNISHED OR AVAILABLE FOR USE AS PUBLIC OR LIVERY
CONVEYANCES**

This endorsement changes the policy. Please read it carefully.

Unless otherwise indicated in the "Declarations", Extended Non-Owned Coverage is applicable only to the individual named in the "Declarations".

If indicated in the "Declarations", Extended Non-Owned Coverage applies to the individual named, spouse and "family members".

With respect to the individual(s) and coverages indicated in the "Declarations", the provisions of the policy apply unless modified by this endorsement.

I. Extended Non-Owned Coverage

The Extended Non-Owned Coverage provided by this endorsement does not afford coverage under Part A and Part B of the policy for any accident involving:

- A. A vehicle owned by an individual named in the Declarations;
- B. A vehicle owned by a "family member"; or
- C. A temporary substitute vehicle for such owned vehicle described in A. or B. above.

II. Part A – Liability Coverage

Part A is amended as follows with respect to the individual(s) shown as applicable in the "Declarations":

- A. Exclusion A.5. does not apply to the coverages provided by this endorsement.
- B. We will provide Liability Coverage arising out of the operation of a vehicle which is furnished or available for use of the named individual as a public or livery conveyance.
- C. Exclusion B.2. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

This Exclusion B.2. does not apply to the operation of a vehicle furnished or available for regular use of the named individual as a public or livery conveyance.

III. Part B – Medical Payments Coverage

Part B is amended as follows, if a premium is shown in the "Declarations" for Medical Payments Coverage, with respect to the individual(s) shown as applicable in the "Declarations":

- A. Exclusion 2. does not apply to the coverages provided by this endorsement.
- B. We will provide Medical Payments Coverage for "bodily injury" arising out of the operation of a vehicle which is furnished or available for use of the named individual as a public or livery conveyance.
- C. Exclusion 5. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

This Exclusion 5. does not apply to the operation of a vehicle furnished or available for regular use of the named individual as a public or livery conveyance.

PP 03 34 01 05 – JOINT OWNERSHIP COVERAGE

This endorsement changes the policy. Please read it carefully.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

I. Definitions

The Definitions Section is amended as follows:

- A. For the purpose of the coverage provided by this endorsement, "you" and "your" refer to two or more:

1. Individuals, other than husband and wife, residing in the same household; or
2. "Non-resident relatives";

who jointly own:

1. A private passenger auto; or
2. A pickup or van that:
 - a. Has a Gross Vehicle Weight Rating of 12,000 lbs. or less; and
 - b. Is not used for the delivery or transportation of goods and materials unless such use is:
 - (1) Incidental to your "business" of installing, maintaining, or repairing furnishings or equipment; or
 - (2) For farming or ranching.

- B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any vehicle shown in the "Declarations".
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (4.) does not apply to Coverage For Damage To Your Auto.

- C. The following definition is added:

"Non-resident relatives" means two or more persons related by blood, marriage or adoption who reside in separate households. This includes a ward or foster child.

II. Part A – Liability Coverage

The following exclusion is added to Part A:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto" by any:

1. "Non-resident relative"; or

2. "Family member" of a "non-resident relative".

PP 03 23 01 05 – MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

This endorsement changes the policy. Please read it carefully.

This insurance is subject to all applicable provisions of the policy except as revised in the following areas.

An Agreed Value Limit of Liability applies where a premium and a limit of liability is shown for the coverage in the "Declarations".

NOTICE

For the Collision and Other Than Collision Coverages, the amount shown in the "Declarations" is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the "miscellaneous type vehicles" and coverages described in "Declarations", the provisions of the policy apply unless modified by this endorsement.

I. Definitions

The Definitions Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement "miscellaneous type vehicle" means a motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart.

B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any "miscellaneous type vehicle" shown in the "Declarations".
2. A "newly acquired auto".
3. Any "trailer".
4. Any "miscellaneous type vehicle" or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (4.) does not apply to Coverage for Damage to Your Auto.

C. Paragraph 1. of the definition of "Newly acquired auto" is replaced by the following:

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto;
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 12,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching; or
 - c. Any "miscellaneous type vehicle" of the same type shown in the "Declarations".

II. Part A – Liability Coverage

Part A is amended as follows:

A. The definition of "insured" is replaced by the following:

"Insured" means:

1. You or any "family member" for the ownership, maintenance or use of "your covered auto".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

B. The Exclusions Section is amended as follows:

1. Exclusion B.1. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency; or
- b. To any "trailer"; or
- c. To a vehicle insured for Liability Coverage under this endorsement.

2. The following exclusion applies under Part A to any vehicle for which the "Declarations" indicates that the passenger hazard is excluded:

We do not provide Liability Coverage for any "insured" for "bodily injury" to any person while "occupying" the described "miscellaneous type vehicle".

III. Part B – Medical Payments Coverage

Exclusion 1. of Part B is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any motorized vehicle having fewer than four wheels. However, this Exclusion (1.) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage under this endorsement.

IV. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

A. The following is added to the Insuring Agreement:

We will pay for direct and "accidental" loss to facilities or equipment designed to be used with a "your covered auto" shown in the "Declarations" which is a motor home, while such facilities or equipment is in or attached to the motor home. Facilities or equipment include but are not limited to:

1. Cooking, dining, plumbing, or refrigeration facilities;
2. Awnings or cabanas; or
3. Any other facilities or equipment designed to be used with a motor home.

B. The following is added to the definition of "non-owned auto":

3. Any motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

C. The Exclusions Section is amended as follows:

1. Exclusion 7, does not apply to:

- a. Any "miscellaneous type vehicle", shown in the "Declarations", which is a motor home; and
 - b. Facilities or equipment designed to be used with the described motor home while in or attached to the motor home.
2. The following exclusions are added:
- a. We will not pay for loss to:
 - (1) Clothing (except for helmets) or luggage;
 - (2) Business or office equipment; or
 - (3) Articles which are sales samples or used in exhibitions.
 - b. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 9. or 10. of Part D.
- D. With respect to the Coverage(s) shown as applicable to a vehicle described in the "Declarations", the Limit Of Liability Provision is replaced by the following:

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
1. Amount shown in the "Declarations";
 2. Actual cash value of the stolen or damaged property; or
 3. Amount necessary to repair or replace the property with other property of like kind and quality.
- Our payment for loss will be reduced by any applicable deductible shown in the "Declarations". If loss to more than one "your covered auto" results from the same "collision" only the highest applicable deductible will apply.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

AGREED VALUE LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
1. Amount necessary to repair the damaged property to it's pre-loss condition; or
 2. Agreed Value shown in the "Declarations".
- Our payment for loss will be reduced by any applicable deductible shown in the "Declarations". If loss to more than one "your covered auto" results from the same "collision" only the highest applicable deductible will apply.

**PP 03 28 06 98 – MISCELLANEOUS TYPE VEHICLE AMENDMENT
(MOTOR HOMES)**

This endorsement changes the policy. Please read it carefully.

This insurance is subject to all applicable provisions of the policy except as revised in the following areas.

WARNING

THE COVERAGE PROVIDED BY THIS POLICY WITH RESPECT TO A MOTOR HOME THAT YOU OWN:

- **DOES NOT PROVIDE LIABILITY, MEDICAL PAYMENTS OR PHYSICAL DAMAGE COVERAGE WHILE THE MOTOR HOME IS RENTED OR LEASED TO ANY ORGANIZATION, OR ANY PERSON OTHER THAN YOU. YOU MAY PURCHASE THIS COVERAGE FOR AN ADDITIONAL PREMIUM.**

- **DOES NOT COVER ANY PHYSICAL DAMAGE LOSS YOU INCUR IF YOUR MOTOR HOME IS FRAUDULENTLY ACQUIRED BY ANY PERSON OR ORGANIZATION WHILE IT IS IN THEIR CARE.**

With respect to the coverage provided by this endorsement, the provisions of the Miscellaneous Type Vehicle Endorsement apply unless modified by this endorsement.

- I. Except with respect to the coverages and motor homes shown in the "Declarations" where a specific premium for Motor Home Rental Coverage is charged, the following additional exclusions apply to any motor home which is "your covered auto".

A. Part A – Liability Coverage Exclusion

We do not provide Liability Coverage for the ownership, maintenance or use of any motor home while rented or leased to any organization, or any "insured" other than you. However, this Exclusion (I.A.) does not apply up to the financial responsibility limits of the State of residence of the "named insured" as shown in the "Declarations".

B. Part B – Medical Payments Coverage Exclusion

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" the motor home while it is rented or leased to any organization, or any "insured" other than you.

C. Part D – Coverage For Damage To Your Auto Exclusion

We will not pay for loss to the motor home or its facilities or equipment which occurs while the motor home is rented or leased to any organization, or any person other than you.

- II. The following additional exclusion also applies to any motor home which is "your covered auto" regardless of any other coverage which may be afforded by this endorsement:

Part D – Coverage For Damage To Your Auto Exclusion

We will not pay for loss to the motor home or its facilities or equipment due to fraudulent acquisition by any person or organization, which occurs while the motor home is:

- a. Rented to;
- b. Used by; or
- c. In the care of;

that person or organization.

PP 03 22 01 05 – NAMED NON-OWNER COVERAGE

This endorsement changes the policy. Please read it carefully.

Unless otherwise indicated in the "Declarations", Named Non-Owner Coverage applies only to the individual named in the "Declarations".

If specifically listed in the "Declarations", Named Non-Owner Coverage applies to the individual named, spouse and "family members".

If indicated in the "Declarations", the exclusions for vehicles furnished or available for regular use under Part A – Liability and Part B- Medical Payments Coverage do not apply.

With respect to the individuals and coverages listed in the "Declarations", the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The Definitions Section is amended as follows:

- A. The definitions of "you" and "your" are replaced by the following:

Throughout this policy, "you" and "your" refer to the individual named in the "Declarations".

- B. The definition of "family member" is replaced by the following:

"Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, if:

1. The person is a resident of your household; and
2. The "Declarations" indicate that coverage is provided for the named individual and "family members".

C. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means a "newly acquired auto".

D. The definition of "newly acquired auto" is replaced by the following:

"Newly acquired auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight Rating of 12,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- b. For 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

II. Part A – Liability Coverage

Part A is amended as follows:

- A. If the "Declarations" indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".
- B. The Exclusions Section is amended as follows:

1. Exclusion B.2. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by you.

2. The following exclusion is added:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is furnished or available for your regular use.

However, this Exclusion (2.) does not apply if the "Declarations" indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

C. Paragraph A. of the Limit Of Liability Provision is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the "Declarations" for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto "accident". Subject to this limit for each person, the limit of liability shown in the "Declarations" for each "accident" for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto "accident".

The limit of liability shown in the "Declarations" for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto "accident".

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the "Declarations"; or
4. Vehicles involved in the auto "accident".

D. The **Out Of State Coverage** Provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto "accident" to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that "accident" as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the "Declarations", your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

III. Part B – Medical Payments Coverage

Part B is amended as follows:

- A. If the "Declarations" indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".
- B. The **Exclusions** Section is amended as follows:

1. **Exclusion 5** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" or, when struck by, any vehicle (other than "your covered auto") which is owned by you.

2. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying", or when struck by any vehicle, other than "your covered auto", which is furnished or available for your regular use.

However, this Exclusion (2.) does not apply if the "Declarations" indicate that the Vehicles **Furnished Or Available For Regular Use** Exclusion does not apply.

- C. Paragraph A. of the **Limit of Liability** Provision is replaced by the following:

LIMIT OF LIABILITY

- A. The limit of liability shown in the "Declarations" for this coverage is our maximum limit of liability for each person injured in any one "accident". This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the "Declarations"; or
4. Vehicles involved in the "accident".

IV. Part C – Uninsured Motorists Coverage

Part C is amended as follows:

- A. If the "Declarations" indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".
- B. The definition of "uninsured motor vehicle" is amended as follows:

1. Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside, as shown on the "Declarations".

2. If the "Declarations" indicate that Named Non-Owner applies to the Named Individual, the hit-and-run vehicle section is amended by deleting reference to "family member".

C. Limit Of Liability

1. Paragraph A. of the Limit Of Liability Provision is replaced by the following:

The limit of liability shown in the "Declarations" for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one "accident". Subject to this limit for each person the limit of liability shown in the "Declarations" for each "accident" for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one "accident".

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the "Declarations"; or
4. Vehicles involved in the "accident".

2. If the "Declarations" also indicates an each "accident" limit of liability for Property Damage Uninsured Motorists Coverage, the following is added to Paragraph A.:

The limit of liability shown in the "Declarations" for each "accident" for Property Damage Uninsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one "accident".

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the "Declarations"; or
4. Vehicles involved in the "accident".

V. Underinsured Motorists Coverage

If the "Declarations" indicate that Underinsured Motorists Coverage applies, the provisions of the Underinsured Motorists Coverage Endorsement made a part of this policy apply except as follows:

- A. If the "Declarations" indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".
- B. The definition of "underinsured motor vehicle" is amended as follows:

Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside, as shown on the "Declarations".

- C. If the "Declarations" also indicate an each "accident" limit of liability for Property Damage Underinsured Motorists Coverage, the following is added to Paragraph A.:

The limit of liability shown in the "Declarations" for each accident for Property Damage Underinsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one "accident".

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the in the "Declarations"; or
4. Vehicles involved in the "accident".

**PP 03 02 06 98 – OPTIONAL LIMITS TRANSPORTATION EXPENSES
COVERAGE**

This endorsement changes the policy. Please read it carefully.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE

When there is a loss to a "your covered auto" described in the "Declarations" for which a specific premium charge indicates that Optional Limits Transportation Expenses Coverage is afforded, or to a "non-owned auto";

Coverage for Transportation Expenses provided under Part D of this policy is increased to the limits shown in the "Declarations".

PP 04 02 06 98 – SINGLE UNDERINSURED MOTORISTS LIMIT

This endorsement, if attached to your policy, changes the policy provisions. Please read it carefully.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

Paragraph A. of the Limit Of Liability Provision in the Underinsured Motorists Coverage Endorsement is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the "Declarations" for Underinsured Motorists Coverage is our maximum limit of liability for all damages because of "bodily injury" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the "Declarations"; or
4. Vehicles involved in the "accident".

PP 04 41 06 98 – SINGLE UNINSURED MOTORISTS LIMIT – INDIANA

This endorsement changes the policy. Please read it carefully.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

Paragraph A. of the Limit Of Liability Provision in Part C is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the "Declarations" for this coverage is our maximum limit of liability for all damages resulting from any one "accident". This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the "Declarations"; or
4. Vehicles involved in the "accident".

PP 03 20 01 05 – SNOWMOBILE ENDORSEMENT

This endorsement changes the policy. Please read it carefully.

For the Collision and Other Than Collision Coverages, the amount shown in the "Declarations" is not necessarily the amount you will receive at the time of loss or damage for the described "snowmobile". PLEASE refer to the Limit Of Liability Provision below.

With respect to the "snowmobiles" and coverages listed in the "Declarations", the provisions of the policy apply unless modified by this endorsement.

I. Definitions

The Definitions Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement, the terms "auto", "motor vehicle" and "vehicle" are replaced by the term "snowmobile" except for Uninsured Motorists Coverage. In Uninsured Motorists Coverage, the term "uninsured motor vehicle" includes a "snowmobile".

B. The following definition is added:

"Snowmobile" means:

1. A land motor vehicle which is:

- a. Designed for use mainly off public roads on snow or ice; and
- b. Propelled solely by means of the following or similar mechanical devices:
 - (1) Wheels;
 - (2) Crawler-type treads; or
 - (3) Belts.

2. A "trailer" designed for being towed by, but not for transporting, a vehicle described in 1. above.

However, "snowmobile" does not include any vehicle which is propelled by airplane type propellers or fans.

C. The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:

- 1. Any "snowmobile" shown in the "Declarations".
- 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - a. Acquire the "snowmobile" during the policy period; and
 - b. Ask us to insure it within 30 days after you become the owner.
- 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (3.) does not apply to Coverage For Damage To Your Auto.

II. Part A – Liability Coverage

Part A is amended as follows with respect to a "snowmobile":

A. The definition of "insured" is replaced by the following:

"Insured" means:

- 1. You or any "family member" for the ownership, maintenance or use of any "snowmobile".
- 2. Any person using "your covered snowmobile".
- 3. For "your covered snowmobile", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
- 4. For any "snowmobile", other than "your covered snowmobile", any person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the "snowmobile".

B. The Exclusions Section is amended as follows:

1. Exclusions A.6. and A.7. are replaced by the following:

We do not provide Liability Coverage for any "insured" maintaining or using a "snowmobile" in any "business".

2. Exclusion B.1. does not apply.

3. Exclusion B.4. is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any "snowmobile";

- a. Operated in; or

- b. While in practice or preparation for;

any racing or speed contest regardless of whether such contest is prearranged or organized.

4. The following exclusion is added to Section B.:

We do not provide Liability Coverage for the ownership, maintenance or use of any "snowmobile" while rented or leased to any "insured" or organization other than you.

5. The following exclusion applies under Section A. to any "snowmobile" for which the "Declarations" indicates that the passenger hazard is excluded:

We do not provide Liability Coverage for any "insured" for "bodily injury" to any person while "occupying", or while being towed by, the described "snowmobile".

- C. The Other Insurance Provision is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible insurance.

III. Part B – Medical Payments Coverage

Part B is amended as follows with respect to a "snowmobile":

- A. The definition of an "insured" is replaced by the following:

"Insured" means:

1. You or any "family member":

- a. While "occupying"; or

- b. As a pedestrian when struck by;

a "snowmobile".

2. Any other person while "occupying" "your covered snowmobile".

- B. The Exclusions Section is amended as follows:

1. Exclusion 1. does not apply.

2. Exclusion 8. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" a "snowmobile" when it is being used in the "business" of an "insured".

3. Exclusion 11. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any "snowmobile":

- a. Operated in; or

- b. While in practice or preparation for;

any racing or speed contest regardless of whether such contest is prearranged or organized.

4. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any "snowmobile" while rented or leased to any organization or any "insured" other than you.

- C. The Other Insurance Provision is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible auto insurance providing payments for "medical expenses" or funeral expenses.

IV. Part C – Uninsured Motorists Coverage

Part C is amended as follows with respect to a "snowmobile":

A. Except for a "snowmobile", a vehicle operated on rails or crawler-treads is not an "uninsured motor vehicle".

B. The following exclusions are added to Section B. of the Exclusions Section:

We do not provide coverage for "bodily injury" sustained by any "insured", or where afforded "property damage":

While "occupying" any "snowmobile" while rented or leased to any organization or any "insured" other than you; or

While "occupying" any "snowmobile":

a. Operated in; or

b. While in practice or preparation for;

any racing or speed contest regardless of whether such contest is prearranged or organized.

C. The Other Insurance Provision is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible insurance.

V. Part D – Coverage For Damage To Your Auto

Part D is amended as follows with respect to a "snowmobile":

A. Exclusion 12. is replaced by the following:

We will not pay for loss to any "snowmobile":

a. Operated in; or

b. While in practice or preparation for;

any racing or speed contest regardless of whether such contest is prearranged or organized.

B. The following exclusion is added to the Exclusions Section:

We will not pay for loss to any "snowmobile" while rented or leased to any person or organization other than you.

C. With respect to the Coverage(s) shown as applicable to a "snowmobile" described in the "Declarations", the Limit Of Liability Provision is replaced by the following:

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. Amount shown in the "Declarations";

2. Actual cash value of the stolen or damaged property; or

3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible in the "Declarations". If loss to more than one "snowmobile" results from the same "collision", only the highest applicable deductible will apply.

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

All other provisions of this policy apply.

PP 03 03 04 86 – TOWING AND LABOR COSTS COVERAGE

This endorsement changes the policy. Please read it carefully.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the "Declarations" as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the "Declarations". We will only pay for labor performed at the place of disablement.

PP 03 07 01 05 – TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)

This endorsement changes the policy. Please read it carefully.

NOTICE

The amount shown in the "Declarations" is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- A. For the purpose of the coverage provided by this endorsement, "your covered auto" means a "trailer" or camper body.
- B. Exclusion 7. of Part D – Coverage For Damage To Your Auto does not apply to coverage provided by this endorsement.
- C. We will pay for direct and "accidental" loss to:
 1. A "trailer" or camper body described in the "Declarations"; and
 2. Facilities or equipment designed to be used with the described "trailer" or camper body while in or attached to the "trailer" or camper body. Facilities or equipment include but are not limited to:
 - a. Cooking, dining, plumbing, or refrigeration facilities;
 - b. Awnings or cabanas; or
 - c. Any other facilities or equipment designed to be used with a "trailer" or camper body.

We will pay for loss caused by:

1. Other than "collision" only if the "Declarations" indicates that Other Than Collision Coverage is provided for that "trailer" or camper body.
 2. "Collision" only if the "Declarations" indicates that Collision Coverage is provided for that "trailer" or camper body.
- D. The following exclusions are added:
1. We will not pay for loss to:
 - a. Clothing or luggage;
 - b. Business or office equipment; or
 - c. Articles which are sales samples or used in exhibitions.
 2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 9., or 10. of Part D.
- E. With respect to coverage under this endorsement, the Limit Of Liability Provision of Part D is replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:

1. Amount shown in the "Declarations";
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the "Declarations". If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PP 13 02 01 05 – TRIP INTERRUPTION COVERAGE

This endorsement changes the policy. Please read it carefully.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

INSURING AGREEMENT

With respect to a "your covered auto" shown in the "Declarations" for which a specific premium charge indicates that Trip Interruption Coverage is afforded, we will pay, without application of a deductible, up to a maximum limit of \$600 for reasonable:

1. Transportation expenses incurred by you in the event of a mechanical or electrical breakdown of "your covered auto";
2. Expenses incurred by you for lodging and meals in the event of:
 - a. Direct and accidental loss to "your covered auto" caused by "collision" or other than "collision"; or
 - b. Mechanical or electrical breakdown of "your covered auto".

This coverage applies only if:

1. The loss to, or mechanical or electrical breakdown of, "your covered auto" occurs more than 100 miles from home; and
2. The "your covered auto" is withdrawn from use for at least 24 hours.

LIMIT OF LIABILITY

- A. Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:
 1. Resume travel under a prearranged itinerary; or
 2. Return home.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part D of the policy.

OTHER SOURCES OF RECOVERY

Any insurance we provide with respect to Trip Interruption Coverage shall be excess over any other collectible source of recovery including but not limited to:

- A. Any coverage provided by:
 1. Vehicle warranties;
 2. Automobile clubs; or
 3. Mechanical breakdown or similar plans; or
- B. Any other source of recovery applicable to the loss.

PP 13 03 01 05 – TRUST ENDORSEMENT

This endorsement changes the policy. Please read it carefully.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The following is added to Paragraph C. of the Definitions Section:

For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if title is transferred to the trust shown in the "Declarations."

II. Part F – General Provisions

Part F is amended as follows:

The following is added to the Termination provision:

If this policy is terminated, notice will also be mailed to the first named Trust or Trustee shown in the "Declarations".

PP 14 02 10 15 – UNDERINSURED MOTORISTS COVERAGE – INDIANA

This endorsement changes the policy. Please read it carefully.

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement. Coverage is provided where a premium and Limit of Liability is shown for the coverage in the "Declarations".

INSURING AGREEMENT

- A. We will pay compensatory damages which an "Insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury";

1. Sustained by an "Insured"; and
2. Caused by an "accident".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle". We will pay damages under this coverage caused by an "accident" with an "underinsured motor vehicle" only if 1. or 2. below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payments of judgments or settlements; or
2. A tentative settlement has been made between an "Insured" and the insurer of the "underinsured motor vehicle", and we:
 - a. Have been given prompt written notice of both the tentative settlement and certification of the liability coverage limits of the owner or operator of the "underinsured motor vehicle"; and
 - b. Advance payment to the "Insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

- B. "Insured" as used in this endorsement means:

1. You or any "family member";
2. Any other person "occupying" "your covered auto"; or
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type for which the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of the "accident" is either:

1. Less than the limit of liability for this coverage; or

2. Reduced by payments to persons, other than "insureds", injured in the "accident" to less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the "accident" but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Indiana.
2. Owned or operated by a self-insurer under any applicable motor vehicle law.
3. Owned by any governmental unit or agency.
4. Owned by or furnished or available for the regular use of you or any "family member".
5. Operated on rails or crawler treads.
6. Designed mainly for use off public roads while not on public roads.
7. While located for use as a residence or premises.
8. To which a bodily injury liability bond or policy applies at the time of the "accident" but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
 1. While "occupying", or when struck by, any motor vehicle owned by you which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. When "your covered auto" is rented or leased to others, subject to any conditional sale or purchase agreement not specifically described in the "Declarations" used as a public or livery conveyance or being used in connection with a transportation network platform. Being used in connection with a transportation network platform includes but is not limited to any period of time a vehicle is being used by any "insured" who is:
 - a. Logged on to a "TNP's" online-enabled application or digital network as a driver, whether or not a passenger is "occupying" the vehicle or a delivery assignment has been accepted; or
 - b. Engaged in a prearranged ride or transportation service; or
 - c. Carrying persons or property for a charge.
 This exclusion (A.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (A.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.
- C. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The Limit Of Liability shown in the "Declarations" for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one "accident". Subject to this limit for each person, the Limit Of Liability in the "Declarations" for each "accident" for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one "accident".

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the "Declarations"; or
4. Vehicles involved in the "accident"

- B. The limit of liability shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of this policy.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not make payment under this coverage for any element of loss if a person has received or is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers compensation law; or
 - 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this endorsement the following priorities of recovery apply:

First	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was occupying at the time of the "accident".
Second	Any other policy affording Underinsured Motorists Coverage to the "insured".

- 1. The limit of liability applicable to the vehicle the "insured" was "occupying", under the policy in the First priority shall first be exhausted; and
- 2. The maximum recovery for damages under all policies or provisions of coverage may equal but shall not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a first or second priority basis.
- 3. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.

ARBITRATION

- A. If we and an "insured" do not agree:
 - 1. Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the Named Insured lives, as shown on the "Declarations". Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
 - 1. Whether the "insured" is legally entitled to recover damages; and
 - 2. The amount of damages which are owing under this coverage part.

ADDITIONAL DUTIES AFTER AN "ACCIDENT" OR LOSS

A person seeking Underinsured Motorists Coverage must also:

- 1. Promptly send us copies of the legal papers if a suit is brought;
- 2. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle". Such notice must include certification of the liability coverage limits of the owner or operator of the "underinsured motor vehicle"; and

3. Allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the "underinsured motor vehicle".

PP 04 69 10 15 – UNINSURED MOTORISTS COVERAGE – INDIANA

This endorsement changes the policy. Please read it carefully.

Part C – Uninsured Motorists Coverage is replaced by the following:

Insuring Agreement

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:
 1. "Bodily injury" sustained by an "insured" and caused by an "accident"; and
 2. "Property damage" caused by an "accident" if the "Declarations" indicates that both bodily injury and property damage Uninsured Motorists Coverage applies. However, when both bodily injury and property damage Uninsured Motorists Coverage is afforded, Paragraph 3. of the definition of "uninsured motor vehicle", concerning an unidentified hit-and-run vehicle, will not apply to "property damage".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Diminution in value" as used in this endorsement means the actual or perceived loss in market or resale value which results from a direct and "accidental" loss.
- C. "Insured" as used in this Part means:
 1. You or any "family member";
 2. Any other person "occupying" "your covered auto"; or
 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- D. "Property damage" as used in this endorsement means injury to or destruction of:
 1. "Your covered auto"; or
 2. Any property owned by a person listed in 1. or 2. of "insured" while contained in "your covered auto".

However, "property damage" shall not include loss of use of damaged or destroyed property.

- E. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 1. To which no liability bond or policy applies at the time of the "accident".
 2. To which a liability bond or policy applies at the time of the "accident". In this case, its limit for liability must be less than the minimum limit for liability specified by the financial responsibility law of Indiana.
 3. Which, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose owner or operator cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" is "occupying"; or
 - c. "Your covered auto".
 4. To which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent within two years of the date of the "accident".

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
2. Owned by any governmental unit or agency while being used in an authorized manner;
3. Owned by or furnished or available for the regular use of you or any "family member";
4. Operated on rails or crawler treads;
5. Designed mainly for use off public roads while not on public roads; or
6. While located for use as a residence or premises.

Exclusions

- A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
 1. While "occupying", or when struck by, any motor vehicle owned by you which is not insured for this coverage under this Policy. This includes a trailer of any type used with that vehicle.
 2. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
 3. When "your covered auto" is rented or leased to others, subject to any conditional sale or purchase agreement not specifically described in the "Declarations" used as a public or livery conveyance or being used in connection with a transportation network platform. Being used in connection with a transportation network platform includes but is not limited to any period of time a vehicle is being used by any "insured" who is:
 - a. Logged on to a "TNP's" online-enabled application or digital network as a driver, whether or not a passenger is "occupying" the vehicle or a delivery assignment has been accepted; or
 - b. Engaged in a prearranged ride or transportation service; or
 - c. Carrying persons or property for a charge.
 This exclusion (A.3.) does not apply to a share-the-expense car pool.
 4. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (A.4.) does not apply to a "family member" using "your covered auto" which is owned by you.
- B. This coverage shall not apply directly or indirectly to benefit:
 1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.
- D. We do not provide "property damage" Uninsured Motorists Coverage for loss to "your covered auto" due to "diminution in value".

Limit of Liability

- A. The limit of Bodily Injury Liability shown in the in the "Declarations" for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one "accident". Subject to this limit for each person, the limit of Bodily Injury Liability shown in the "Declarations" for each "accident" for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one "accident". The limit of Property Damage Liability shown in the "Declarations" for each "accident" for Uninsured Motorists Coverage is our maximum limit of liability for all "property damage" resulting from any one "accident".

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the "Declarations"; or
4. Vehicles involved in the "accident".

- B. The limit of liability shall be reduced by all sums paid because of the "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of this policy.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A or Part B of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not make payment under this coverage for any element of loss if a person has received or is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- F. No payment will be made for loss paid or payable to the "insured" under Part D of the policy.

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy, the following priorities of recovery apply:

First	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was occupying at the time of the "accident".
Second	Any other policy affording Uninsured Motorists Coverage to the "insured".

- 1. The limit of liability applicable to the vehicle the "insured" was "occupying", under the policy in the First priority, shall first be exhausted.
- 2. The maximum recovery for damages under all policies or provisions of coverage may equal but shall not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a first or second priority basis.
- 3. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.

Arbitration

- A. If we and an "insured" do not agree:
 - 1. Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "Named Insured" lives, as shown on the Declarations. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
 - 1. Whether the "insured" is legally entitled to recover damages; and
 - 2. The amount of damages which are owing under this coverage part.

ENDORSEMENT 10 02 16 – VALET

Applies only to Personal Automobile Policy PP 00 01 (1-05) issued by the United Farm Family Mutual Insurance company or the UFB Casualty Insurance Company.

The following changes apply to coverage for "your covered auto" listed on the "Declarations" as subject to this endorsement.

VEHICLE REPLACEMENT COST ON NEW AUTOS

The following provision is added to PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, LIMIT OF LIABILITY: D. REPLACEMENT OF NEW AUTOS:

With respect to loss covered under PART D, "collision" or "other than collision" coverage, Our LIMIT OF LIABILITY will be the following:

If "your new, covered auto" sustains a "total loss", we will pay for a replacement auto of the same make, model year and equipment as "your covered auto", provided the loss occurs within 12 months of the purchase of "your covered auto" or before the odometer on the vehicle reads 15,000 miles.

Our limit of liability for loss will be the "replacement cost". "Replacement cost" means the cost of an auto of the same:

- a. Make
- b. Vehicle size and class; and
- c. Body type and equipment;

as "your covered auto" or the most similar thereto, if an exact replacement is not possible.

WE RESERVE THE RIGHT TO REPLACE "YOUR COVERED AUTO" OR TO PAY THE LOSS IN MONEY.

ADDITIONAL DEFINITIONS:

"New" means an "your covered auto" with 200 miles or less on the odometer on the date you become the owner.

"Total loss" means that we have determined that is economically impractical to repair the wrecked or damaged "your covered auto" following a covered loss.

ADDITIONAL EXCLUSION:

This endorsement does not apply to loss to a "non-owned auto", a temporary substitute auto or to "your covered auto" that was not "new" when purchased.

The term "actual cash value" in PART D APPRAISAL is replaced by "replacement cost" for claims involving the "REPLACEMENT OF NEW AUTOS".

This coverage applies only when an "your covered auto" is insured for PART D "collision" or "other than collision" coverage.

NOT AT FAULT WAIVER

We will not apply a not at fault claim as an underwriting factor at your policy renewal regardless of whether reimbursement from the at-fault insurance carrier has been received.

LOSS OF USE FOR RENTAL VEHICLES AND COLLISION/LOSS DAMAGE WAIVER

In the event of a covered "collision loss" to an "your covered auto" which is rented from a rental agency, we will reimburse you any deductible charged by that rental agency. The rental vehicle must qualify as a "non-owned auto" or temporary substitute auto under the terms of the policy. In addition, we will provide reimbursement of any valid, documented charge owed under the terms of the rental agreement for loss of use and/or administrative fees resulting from "collision" damage occurring while the rental vehicle is in your possession or lawful user.

Coverage is limited to one vehicle rental per occurrence.

This coverage applies only when "your covered auto" is insured for "other than collision" and "collision" coverages under PART D.

EXTRA TRANSPORTATION EXPENSES COVERAGE AND INCREASED DEATH BENEFIT

With respect to Transportation Expenses Coverage provided in Part D, we will reimburse you up to \$30.00 per day limit, unless a higher limit is shown in the "Declarations", in accordance with the language of PP 0302 Optional Limits Transportation Expenses Coverage.

This coverage applies only when an "your covered auto" is insured for "other than collision" and/or "collision" coverages.

PART B, MEDICAL PAYMENTS COVERAGE is amended to provide that in the event of your death or that of a "family member" in a covered "accident", we will pay as a death benefit an amount equal to the limit of liability shown for Medical Payments Coverage in the "Declarations" reduced by amounts previously paid under PART B Medical Payments for expenses arising out of the "accident" resulting in death, plus \$10,000.

This coverage applies only to policies which carry PART B, Medical Payments Coverage.

TRIP INTERRUPTION COVERAGE

INSURING AGREEMENT

With respect to a "your covered auto" shown in the "Declarations", Trip Interruption Coverage is afforded. We will pay, without application of a deductible, up to a maximum limit of \$600 for reasonable:

1. Transportation expenses incurred by you in the event of a mechanical or electrical breakdown of "your covered auto";
2. Expenses incurred by you for lodging and meals in the event of:
 - a. Direct and "accidental" loss to "your covered auto" caused by "collision" or other than "collision"; or
 - b. Mechanical or electrical breakdown of "your covered auto".

This coverage applies only if:

1. The loss to, or mechanical or electrical breakdown of, "your covered auto" occurs more than 100 miles from home; and
2. The "your covered auto" is withdrawn from use for at least 24 hours.

LIMIT OF LIABILITY

- A. Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:
 1. Resume travel under a prearranged itinerary; or
 2. Return home.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part D of the policy.

OTHER SOURCES OF RECOVERY

Any insurance we provide with respect to Trip Interruption Coverage shall be excess over any other collectible source of recovery including but not limited to:

- A. Any coverage provided by:
 1. Vehicle warranties;
 2. Automobile clubs; or
 3. Mechanical breakdown or similar plans; or
- B. Any other source of recovery applicable to the loss.

With respect to the coverage provided by this endorsement, all other provisions of the policy apply unless modified by the endorsement.

(b) Federal A Plaintiff

2. Notify your insurance company immediately
regarding this incident.

3. Call your agent at 724-327-6600.

4. Visit us online at www.farmers.com.

Farmers

Personal Auto Policy

United Farm Family Mutual
Insurance Company

UFB Casualty Insurance Company

Indianapolis, Indiana

SPECIMEN



IMPORTANT

*Notify your agent or the
Company when the following
conditions occur.*

- 1. Your mailing address changes*
- 2. Title to the automobile is changed or transferred*
- 3. You add or delete drivers*
- 4. You have a loss or accident*
- 5. You acquire additional or replacement vehicles*
- 6. The insured vehicle is subject to any lien*

**This policy is Participating and
Non-assessable.**

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Insurance Services Office, Inc., with its permission.**

UNITED FARM FAMILY MUTUAL INSURANCE COMPANY**UFB CASUALTY INSURANCE COMPANY**

Your policy consists of this booklet and the appropriate declarations and endorsements.

A current paid Indiana Farm Bureau, Inc., membership is required to obtain or renew this policy.

Section	Beginning On Page	Section	Beginning On Page
AGREEMENT	2	PART E – DUTIES AFTER AN ACCIDENT OR LOSS	16
DEFINITIONS	2	PART F – GENERAL PROVISIONS	17
PART A – LIABILITY COVERAGE	4	Bankruptcy	17
Insuring Agreement	4	Changes	17
Supplementary Payments	4	Fraud	17
Exclusions	4	Legal Action Against Us	17
Limit Of Liability	6	Our Right To Recover Payment	18
Out Of State Coverage	6	Policy Period and Territory	18
Financial Responsibility	6	Termination	19
Other Insurance	6	Transfer Of Your Interest In This Policy ...	20
PART B – MEDICAL PAYMENTS COVERAGE	7	Two Or More Auto Policies	20
Insuring Agreement	7	Conformity With Statute	20
Exclusions	7	Notice	20
Limit Of Liability	8	Licensing	20
Other Insurance	9	No Contingent Liability	20
PART C – UNINSURED MOTORISTS	9	Membership	20
COVERAGE	9	MUTUAL CONDITIONS	21
Insuring Agreement	9		
Exclusions	10		
Limit Of Liability	10		
Other Insurance	11		
Arbitration	11		
PART D – COVERAGE FOR DAMAGE TO YOUR AUTO	11		
Insuring Agreement	11		
Transportation Expenses	13		
Exclusions	13		
Limit Of Liability	15		
Payment Of Loss	16		
No Benefit To Bailee	16		
Other Sources Of Recovery	16		
Appraisal	16		

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the "Declarations"; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

B. "We", "us" and "our" refer to the Company providing this insurance.

C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

D. "Accident" or "accidental" means an event, neither expected nor intended by an insured, which causes "bodily injury" or "property damage".

E. "Bodily injury" means bodily harm, sickness or disease, (except communicable disease) including death that results.

F. "Business" includes trade, profession or occupation.

G. "Declarations" means the page that completes this policy by showing the coverages provided, limits of protection and the basic information applying to it at the inception of the current policy term.

H. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

I. "Medical expenses" means expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital and professional nursing services, eyeglasses, pharmaceuticals, hearing aids and prosthetic devices.

J. "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

K. "Property damage" means physical injury to, destruction of or loss of use of tangible property.

L. "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

M. "Your covered auto" means:

1. Any vehicle shown in the "Declarations".
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or

e. Destruction.

This Provision (M.4.) does not apply to Coverage For Damage To Your Auto.

N. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 12,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the "Declarations". Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the "Declarations", you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the "Declarations", coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the "Declarations" indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the "Declarations".
- (2) Four days after you become the owner if the "Declarations" do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the "Declarations" indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the "Declarations".
- (2) Four days after you become the owner if the "Declarations" do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

O. Throughout the policy, "minimum limits" refers to the limits of liability required by Indiana law to be provided under a policy of automobile liability insurance.

P. "Transportation network platform" or "TNP" means an online-enabled application or digital network used to accept a passenger or delivery assignment with drivers using vehicles for the purpose of providing prearranged transportation services for compensation. Examples of a "TNP" include, but are not limited to Uber, Sidecar and Lyft.

PART A – LIABILITY COVERAGE**INSURING AGREEMENT**

- A. We will pay compensatory damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto "accident". Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
 2. Any person using "your covered auto" if it's used within the scope of your permission.
 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".
 5. The following are not insured under Part A:
 1. The United States of America or any of its agencies.
 2. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee or independent contractor of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the "bodily injury" or "property damage".

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an "accident", including related traffic law violations. The "accident" must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

EXCLUSIONS

- A. We do not provide Liability Coverage for any "insured":
1. Who intentionally causes "bodily injury" or "property damage".
 2. For "property damage" to property owned or being transported by that "insured".
 3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
 that "insured".
 This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.
 4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being rented or leased to others, subject to any conditional sale or purchase agreement not specifically described in the "Declarations", used as a public or livery conveyance or being used in connection with a transportation network platform. Being used in connection with a transportation network platform includes but is not limited to any period of time a vehicle is being used by an "insured" who is:

1. Logged on to a "TNP's" online-enabled application or digital network as a driver, whether or not a passenger is "occupying" the vehicle or a delivery assignment has been accepted; or
2. Engaged in a prearranged ride or transportation service; or
3. Carrying persons or property for a charge.

This Exclusion (A.5.) does not apply to a share-the-expense car pool.

6. While employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- c. To any non-owned golf cart.

2. Any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, if Exclusion (B2) does not apply, then this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
- b. Furnished or available for the regular use of a "family member".

4. Any vehicle, located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the "Declarations" for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto "accident". Subject to this limit for each person, the limit of liability shown in the "Declarations" for each "accident" for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto "accident".

The limit of liability shown in the "Declarations" for each "accident" for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto "accident".

If a single limit of liability is shown in the "Declarations" for Bodily Injury Liability and Property Damage Liability Coverage combined is the most we will pay for all damages, resulting from any one "accident" is the liability limit shown in the "Declarations".

We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this Provision will not change our total limit of liability.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the "Declarations"; or
- 4. Vehicles involved in the auto "accident".

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

- 1. Part B or Part C of this policy; or
- 2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto "accident" to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that "accident" as follows:

- A. If the state or province has:

A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the "Declarations", your policy will provide the higher specified limit.

- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance:

- A. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide on behalf of an "insured" using "your covered auto" shall first be exhausted.
- B. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance, except in the following situations:

We will provide primary insurance for a vehicle you do not own:

1. If the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:
 - a. Selling;
 - b. Leasing;
 - c. Repairing;
 - d. Servicing;
 - e. Delivering;
 - f. Testing;
 - g. Road testing;
 - h. Parking; or
 - i. Storing;

motor vehicles. This applies only if you or any "family member":

- a. Are operating the vehicle; and
- b. Are neither the person engaged in such "business" nor that person's employee or agent.

2. If the vehicle is leased by you under a written lease agreement and you have agreed to provide coverage for your operation of the vehicle.

- C. Any insurance we provide for a vehicle you own shall be excess to that of a person engaged in the "business" of:

1. Storing;
2. Parking;
3. Servicing; or
4. Repairing;

motor vehicles, if the "accident" occurs while the vehicle is under that person's control or the control of that person's employee or agent.

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by "accident"; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 2 years from the date of the "accident".

- B. "Insured" as used in this Part means:

1. You or any "family member":

- a. While "occupying"; or
- b. As a pedestrian when struck by;

a motor vehicle designed for use mainly on public roads or a trailer of any type.

2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being rented or leased to others, subject to any conditional sale or purchase agreement not specifically described in the "Declarations" or used as a public or livery conveyance or being used in connection with a transportation network platform. Being used in connection with a transportation network platform includes but is not limited to any period of time a vehicle is being used by any "insured" who is:
 1. Logged on to a "TNP's" online-enabled application or digital network as a driver, whether or not a passenger is "occupying" the vehicle or a delivery assignment has been accepted; or
 2. Engaged in a prearranged ride or transportation service; or
 3. Carrying persons or property for a charge.This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".However, this Exclusion (5.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if "accidental");
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the "Declarations" for this coverage is our maximum limit of liability for each person injured in any one "accident". This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the "Declarations"; or
4. Vehicles involved in the "accident".

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part A or Part C of this policy; or
2. Any Uninsured and Underinsured Motorists Coverage provided by this policy.

C. We may, at our option, pay any amount due to:

1. the insured, or
2. any person or organization rendering the services.

OTHER INSURANCE

If there is other applicable auto medical payments insurance:

1. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for an "insured" who sustains "bodily injury" while "occupying" "your covered auto" shall first be exhausted.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible auto insurance providing payments for "medical expenses" or funeral expenses.

PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an "accident".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part means:

1. You or any "family member";
2. Any other person "occupying" "your covered auto";
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the "accident".
2. To which a bodily injury liability bond or policy applies at the time of the "accident". In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the "accident" but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the "Declarations" for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one "accident". Subject to this limit for each person, the limit of liability shown in the "Declarations" for each "accident" for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one "accident".

This is the most we will pay regardless of the number of:

 1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the "Declarations"; or
 4. Vehicles involved in the "accident".
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part A or Part B of this policy; or
 2. Any Uninsured and Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and "accidental" loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the "Declarations". If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the "Declarations" indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the "Declarations" indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the "Declarations".

- B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

- C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

- D. "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and "accidental" loss.

- E. "Custom equipment" means equipment, furnishings or parts in or upon any auto, other than:

1. Original manufacturer equipment, furnishings or parts; or
2. Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality.

"Custom equipment" includes but is not limited to:

1. Special carpeting or insulation;
2. Furniture or bars;
3. Height-extending roofs;
4. Body, engine, exhaust or suspension enhancers;
5. Winches, or anti-roll or anti-sway bars;
6. Custom grilles, louvers, side pipes, hood scoops or spoilers;
7. Custom wheels, tires or spinners;
8. Custom chrome, murals, paintwork, decals or other graphics; or
9. Caps, covers or bedliners; or
10. Motorcycle Rider Safety Apparel

"Motorcycle Rider Safety Apparel" means apparel designed to minimize injury resulting from a "motorcycle" accident. This includes but is not limited to:

- a. Helmets including communication devices permanently attached to the helmet for use by you or a passenger;
- b. Protective clothing;*
- c. Protective boots;

- d. Protective gloves; and
- e. Protective eyewear and earwear;

to minimize injury.

*Includes but not limited to: protective jackets, pants, suits, rain gear, body armor, underwear, socks, vests and neck gear which are designed specifically for motorcycle safety use.

"Custom equipment" does not include electronic equipment that reproduces, receives or transmits audio, visual or data signals.

TRANSPORTATION EXPENSES

- A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:
1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the "Declarations" indicate that Other Than Collision Coverage is provided for that auto.
 - b. "Collision" only if the "Declarations" indicate that Collision Coverage is provided for that auto.
 2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the "Declarations" indicate that Other Than Collision Coverage is provided for any "your covered auto".
 - b. "Collision" only if the "Declarations" indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

- B. Subject to the provisions of Paragraph A., if the loss is caused by:
1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
 2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being rented or leased to others, subject to any conditional sale or purchase agreement not specifically described in the "Declarations" used as a public or livery conveyance or being used in connection with a transportation network platform. Being used in connection with a transportation network platform includes but is not limited to any period of time a vehicle is being used by any "Insured" who is:
 1. Logged on to a "TNP's" online-enabled application or digital network as a driver, whether or not a passenger is "occupying" the vehicle or a delivery assignment has been accepted; or
 2. Engaged in a prearranged ride or transportation service; or
 3. Carrying persons or property for a charge.

This Exclusion (1.) does not apply to a share-the-expense car pool.

2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

3. Loss due to or as a consequence of:

- a. Radioactive contamination;
- b. Discharge of any nuclear weapon (even if "accidental");
- c. War (declared or undeclared);
- d. Civil war;
- e. Insurrection; or
- f. Rebellion or revolution.

4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:

- a. Radios and stereos;
- b. Tape decks;
- c. Compact disk systems;
- d. Navigation systems;
- e. Internet access systems;
- f. Personal computers;
- g. Video entertainment systems;
- h. Telephones;
- i. Televisions;
- j. Two-way mobile radios;
- k. Scanners; or
- l. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

5. Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.

This exclusion does not apply to:

Direct and "accidental" loss to the first \$200 (without application of a deductible) of tapes, records, disks or other media if they are:

- 1. Owned by you or any "family member"; and
- 2. In or upon "your covered auto" or any "non-owned auto" at the time of the loss.

6. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities or to theft by conversion.

This Exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".

7. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the "Declarations"; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.

8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
9. Loss to equipment designed or used for the detection or location of radar or laser.
10. Loss to any "custom equipment" or equipment in or upon "your covered auto" or any "non-owned auto".

This Exclusion (10.) does not apply to the first \$1,500 of "custom equipment" in or upon "your covered auto" or any "non-owned" auto.

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

12. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

13. Loss to, or loss of use of, a "non-owned auto" rented by:

- a. You; or
- b. Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

14. Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$1,500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
3. "Custom equipment" in or upon "your covered auto" or any "non-owned auto" is \$1,500.

- B. For each loss, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the "Declarations". The first \$100 of said deductible will not apply to the "your covered auto" in a direct "collision" with another "your covered auto", "trailer", or motorcycle insured with United Farm Family Mutual Insurance Company or UFB Casualty Insurance Company.

- C. Our limit of liability for the total of all losses to tapes, records, disks or other media, as a result of any one occurrence shall be the lesser of:

1. \$200;
2. the actual cash value of the stolen or damaged property; or
3. the amount necessary to repair or replace the property with other property of like kind and quality.

- D. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

- E. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. We may settle any claim for the loss either with you or the owner of the property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide:

1. For "your covered auto" shall be excess to that of a person engaged in the "business" of:
 - a. Storing;
 - b. Parking;
 - c. Servicing; or
 - d. Repairing;
 motor vehicles, if the loss occurs while "your covered auto" is under that person's control or the control of that person's employee or agent.
2. With respect to a "non-owned auto" shall be excess over any other collectible source of recovery, including but not limited to:
 - a. Any coverage provided by the owner of the "non-owned auto";
 - b. Any other applicable physical damage insurance; or
 - c. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- A. We must be notified promptly of how, when and where the "accident" or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the "accident" or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.

b. To examination under oath and subscribe the same.

4. Authorize us to obtain:

- a. Medical reports; and
- b. Other pertinent records.

5. Submit a written proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F – GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. We agree to insure you according to the terms of the policy issued on your payment of a premium calculated on the basis of the information in the "Declarations". You agree that the statements in these "Declarations" are true and unless otherwise excepted or endorsed, your statements are: you are the sole owner of "your covered auto", there are no drivers under age 25 in your household and no member of your household has had a license to drive or vehicle registration suspended, revoked or refused with the past 5 years. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any "accident" or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:

1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

We shall be subrogated to that right with respect to:

1. Coverage other than Uninsured Motorists Coverage or Underinsured Motorists Coverage even if the person has not been fully compensated for damages.
2. Uninsured Motorists Coverage or Underinsured Motorists Coverage only after the person has been fully compensated for damages.

However, our rights in this Paragraph (A.) do not apply with respect to:

1. Damages the person is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" if we:
 - a. Have been given prompt written notice of both a tentative settlement, between an "insured" and the insurer of an "underinsured motor vehicle", and certification of the liability coverage limits of the owner or operator of an "underinsured motor vehicle"; and
 - b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage.
- (2) We also have a right to recover the advanced payment.

2. Part D, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment. However, any reimbursement due to us shall be reduced by our pro rata share of any reasonable and necessary costs and expenses, including deposition costs, witness fees and attorney's fees, incurred in bringing the claim.

This Paragraph (B.) applies with respect to:

1. Coverage other than Uninsured Motorists Coverage or Underinsured Motorists Coverage, even if the person to or for whom payment is made has not been fully compensated for damages.
2. Uninsured Motorists Coverage or Underinsured Motorists Coverage, only after the person has been fully compensated.

- C. If we make a payment under this policy because the insurer of the "uninsured motor vehicle" or "underinsured motor vehicle" is or becomes insolvent, our rights under Paragraph A. or B. with respect to Uninsured Motorists Coverage or Underinsured Motorists Coverage:

1. Apply against the insured of the insolvent insurer only for amounts paid by us in excess of the limits of liability of the insolvent insurer's policy.
2. Do not apply against the Indiana Guaranty Association.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the "Declarations"; and
2. Within the policy territory.

B. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the "Declarations" may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing written notice to the named insured shown in the "Declarations" at the address shown in this policy:
 - a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 20 days notice in all other cases.

Proof of mailing must be resolved by reference to our usual mailing procedures, and is legally sufficient proof of notice.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - c. For fraud, willful misrepresentation or concealment on the part of any insured in respect to a material fact or circumstance relating to the issuance or continuation of this policy; or
 - d. For any other reason permitted by Indiana statute.

The mailing of any notice will be sufficient proof of notice. Delivery of such written notice by us will be equivalent to mailing.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the "Declarations" at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you or your designated payor the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the "Declarations" dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the "Declarations"; and
2. The legal representative of the deceased person as if a named insured shown in the "Declarations". This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same "accident", the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

CONFORMITY WITH STATUTE

This policy is automatically amended to comply with the statutes of the state in which we are licensed and from which this policy is used.

NOTICE

Your notice to our authorized agent shall be deemed to be notice to us.

LICENSING

All vehicles described in the "Declarations" of this policy must be licensed in the state shown in the "Declarations" during the entire policy period or the policy and all coverages afforded by it will become void.

NO CONTINGENT LIABILITY

This policy is not assessable.

MEMBERSHIP

You must be a current paid member of Indiana Farm Bureau, Inc., to obtain, renew or reinstate this policy.

MUTUAL CONDITIONS

These conditions apply only to policies issued through United Farm Family Mutual Insurance Company.

Membership. By accepting this policy, you are a member of United Farm Family Mutual Insurance Company and entitled to vote all meetings of the Company, to share in the earnings of the Company, and to participate in dividends declared by the Board of Directors. You are bound by all the provisions of the Company bylaws in force at the inception of the policy period, or that may come in force during the continuance of the policy, and these bylaws are a part of this policy. These bylaws require that, in order to renew the terms of this policy, you maintain an annual Farm Bureau membership.

Upon cancellation or other termination of this policy, you cease to be a member of the Company and your rights and interests in the Company terminate.

Annual Meeting. The Company holds its annual meeting at the Home Office in Indianapolis, Indiana on the second Friday of March at the hour of 10:00 a.m. Your receipt of this policy constitutes notice of the annual meeting.

In witness whereof, the Company has caused this policy to be signed by its President and Secretary at Indianapolis, Indiana.

Randall C. Krom

President

Justin D. Keltner

Secretary

To Report A Claim:

- **Notify your Indiana Farm Bureau Insurance agent or local office, or**
- **Call us at 1-800-723-3276, or**
- **Visit us online at www.infarmbureau.com**

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